

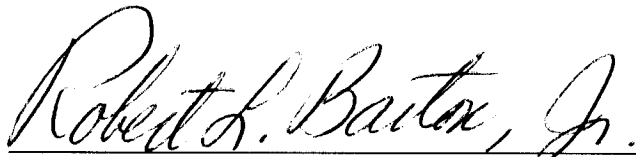
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UNITED STATES DEPARTMENT OF JUSTICE  
Executive Office for Immigration Review  
Office of the Chief Administrative Hearing Officer

UNITED STATES DEPARTMENT OF	)	
JUSTICE, IMMIGRATION AND	)	
NATURALIZATION SERVICE,	)	8 U.S.C. § 1324c Proceeding
	)	
Complainant,	)	
	)	
v.	)	OCAHO Case No. 96C00035
	)	
RAUL GARCIA-BIOZO, aka:	)	INS File No. SFR 274C-94-0033
GARCIA B. RAUL, aka:	)	
RAUL B. GARCIA,	)	
Respondent.	)	
_____	)	

ORDER GRANTING JOINT MOTION TO DISMISS WITH PREJUDICE  
(August 2, 1996)

Pursuant to 28 C.F.R. § 68.14(a)(2), complainant, United States Department of Justice, Immigration and Naturalization Service and Respondent, Raul Garcia-Biozo, have notified the undersigned that they have reached a full settlement of the above-captioned action, and have agreed to dismissal of the action. Accordingly, the parties jointly move for dismissal of the Complaint in this proceeding. The joint motion is granted, and this matter is dismissed.

  
\_\_\_\_\_  
**ROBERT L. BARTON, JR.**  
**ADMINISTRATIVE LAW JUDGE**

## CERTIFICATE OF SERVICE

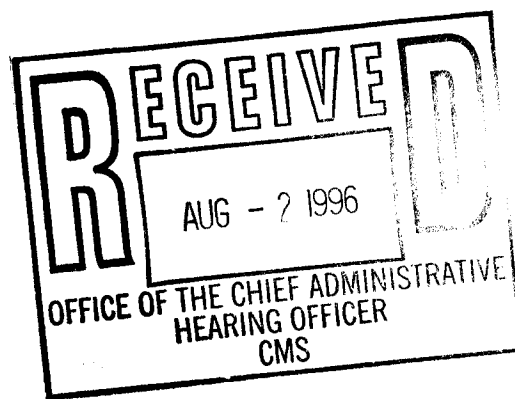
I hereby certify that on this 2d day of August 1996, I have served copies of the foregoing Order Granting Joint Motion to Dismiss With Prejudice to the following persons at the addresses shown:

Andrew R. Arthur, Esq.  
Immigration and Naturalization Service  
P.O. Box 26449  
San Francisco, CA 94126  
(Counsel for Complainant)

Juliette Topacio Sarmiento, Esq.  
126 Post Street, Suite 400  
San Francisco, CA 94108  
(Counsel for Respondent)

Dea Carpenter, Esquire  
Associate General Counsel  
Immigration and Naturalization Service  
425 "I" Street, N.W., Room 6100  
Washington, D.C. 20536

Office of Chief Administrative Hearing Officer  
Skyline Tower Building  
5107 Leesburg Pike, Suite 2519  
Falls Church, Virginia 22041



Linda S. Hudecz  
Legal Technician to Robert L. Barton, Jr.  
Administrative Law Judge  
Department of Justice  
Office of the Chief Administrative  
Hearing Officer  
5107 Leesburg Pike, Suite 2519  
Falls Church, Virginia 22041  
Telephone No.: (703) 305-1739  
Fax No.: (703) 305-1515

UNITED STATES DEPARTMENT OF JUSTICE  
Executive Office for Immigration Review  
Office of the Chief Administrative Hearing Officer

UNITED STATES DEPARTMENT OF )  
JUSTICE, IMMIGRATION AND )  
NATURALIZATION SERVICE, )  
Complainant, )  
v. )  
RAUL GARCIA-BIOZO, aka: )  
GARCIA B. RAUL, aka: )  
RAUL B. GARCIA, )  
Respondent. )  
\_\_\_\_\_ )

8 U.S.C. § 1324c Proceeding

OCAHO Case No. 96C00035

INS File No. SFR 274C-94-0033

RECEIVED  
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EXECUTIVE OFFICE OF IMMIGRATION REVIEW  
OCAHO-ALJ


JOINT MOTION TO DISMISS

Complainant, UNITED STATES DEPARTMENT OF JUSTICE, IMMIGRATION AND NATURALIZATION SERVICE, by and through its attorney, Andrew Arthur, Assistant District Counsel and Respondent, RAUL GARCIA-BIOZO, by and through his counsel of record, Juliette Topacio Sarmiento, Esquire, hereby notify the Court pursuant to 28 C.F.R. §68.14(a)(2) that they have reached a full settlement of the above-entitled action and have agreed to dismissal of the action. Accordingly, the parties jointly move for dismissal of the Complaint in this proceeding. A copy of the Settlement Agreement entered into by the parties is attached hereto as Exhibit A, and a copy of the settlement payment check is attached hereto as Exhibit B.

DATED this 29 day of July 1996.

  
JULIETTE TOPACIO SARMIENTO, Esquire  
Attorney for Respondent

DATED this 29 day of July 1996.

  
ANDREW R. ARTHUR  
Assistant District Counsel  
San Francisco District  
U.S. Immigration and  
Naturalization Service

UNITED STATES DEPARTMENT OF JUSTICE  
Executive Office for Immigration Review  
Office of the Chief Administrative Hearing Officer

UNITED STATES DEPARTMENT OF	)	
JUSTICE, IMMIGRATION AND	)	
NATURALIZATION SERVICE,	)	8 U.S.C. § 1324c Proceeding
	)	
Complainant,	)	
	)	
v.	)	OCAHO Case No. 96C00035
	)	
RAUL GARCIA-BIOZO, aka:	)	INS File No. SFR 274C-94-0033
GARCIA B. RAUL, aka:	)	
RAUL B. GARCIA,	)	
Respondent.	)	
	)	

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This Settlement (hereinafter "Settlement"), made and entered into by and between the District Director of the San Francisco District, United States Department of Justice, Immigration and Naturalization Service (hereinafter "District Director of the San Francisco District") and Raul Garcia-Biozo (hereinafter "Garcia"), the District Director of the San Francisco District and Garcia being collectively referred to herein as "Parties,"

W I T N E S S E T H:

WHEREAS the Immigration and Naturalization Service (INS) issued a Notice of Intent to Fine (Form I-763C) on May 26, 1994, (hereinafter "the Notice") against Garcia under Section 274C of the Immigration and Nationality Act (hereinafter "the Act") in a case denominated "In the Matter of Raul Garcia-Biozo, aka: Raul B. Garcia, aka: Garcia B. Raul" (hereinafter "the Action"); and

Exhibit A

WHEREAS INS stated in the Notice that it intends to order Garcia to pay a fine in the amount of \$3,200.00 for violations of Section 274C(a)(1) of the Act, concerning knowingly forging documents, and Section 274C(a)(2) of the Act, concerning knowingly using a forged, counterfeited, altered and falsely made document; and

WHEREAS on June 20, 1994, respondent made a timely request for a hearing on the Notice of Intent to Fine; and

WHEREAS on April 11, 1996, INS filed a Complaint Regarding Civil Document Fraud against Garcia with the Office of the Chief Administrative Hearing Officer; and

WHEREAS INS requested in the Complaint that the Administrative Law Judge order Garcia to pay a fine in the amount of \$1,500.00 for violations of Section 274C(a)(2) of the Act concerning knowingly using a forged, counterfeited, altered and falsely made document; and

WHEREAS the Parties to this Settlement desire to settle fully and finally the Action,

NOW, THEREFORE, in consideration of the mutual promises and undertakings and covenants contained herein, and intending to be bound by this Agreement, the Parties agree and consent to the following findings and stipulations:

1. The Notice and the allegations contained therein are incorporated herein as though fully set forth. Garcia admits liability as set forth in Count II of the Notice.
2. Garcia understands that pursuant to Section 274C(d)(3) of the Act, 8 U.S.C. § 1324c(d)(3), and 8 C.F.R. § 270.3(b), persons or entities determined to have knowingly committed acts of document fraud in violation of law may be subject to civil money penalties as follows:
  - a. First Offense -- not less than \$250 and not more than \$2,000 for each document used, accepted, or created and each instance of use, acceptance, or creation;
  - b. Subsequent offenses -- not less than \$2,000 and not more than \$5,000 for each document used, accepted, or created and each instance of use, acceptance, or creation;

Garcia understands that the violations set forth in Count II of the Notice constitute a first offense and that any Section 274C violation not charged in the Notice, whether past or future, will be considered a subsequent violation under Section 274C(d)(3)(B) of the Act.

3. Garcia will pay the total sum of One Thousand Five Hundred Dollars (\$1,500.00) in full settlement and satisfaction of any and all claims set forth in Count II of the Notice.

4. Garcia will pay One Thousand Five Hundred Dollars (\$1,500.00) on the execution of this agreement. Payment must be made by certified check payable to "Immigration and Naturalization Service."

5. Upon execution of this Agreement INS will issue a Final Order (Form I-764C) in this Action, in conformity with the provisions of this Agreement. The Final Order shall have the same force and effect as an order made after a full hearing and shall be a final and unappealable order pursuant to Section 274C (d)(2)(B) of the Act. The said Final Order will issue in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

6. The District Director of the San Francisco District agrees not to charge Garcia with deportability under Section 241(a)(3)(C) of the Act based upon the Final Order issued pursuant to paragraph 5 above, so long as Garcia is not convicted in the future of any crime under any federal, state, or local law or regulation, and so long as Garcia is not deportable under any other provision of the Act, or deportable under Section 241(a)(3)(C) of the Act as a result of a subsequent Final Order.

a. Should Garcia be convicted of any crime under any federal, state, or local law or regulation, the District Director of the San Francisco District may, at his option, place Garcia in deportation proceedings and charge Garcia with deportability under Section 241(a)(3)(C) of the Act.

b. The District Director of the San Francisco District does not agree not to charge Garcia with inadmissibility under Section 212(a)(6)(F) of the Act. Garcia understands that if he leaves the United States and attempts to re-enter, he can be charged with inadmissibility under Section 212(a)(6)(F) of the Act.

c. Garcia understands that this agreement is not binding on any officer of the Immigration and Naturalization Service outside of the San Francisco District.

7. Garcia will cease and desist from any violations of Section 274C of the Act.

8. By the execution of this Agreement, Garcia is hereby withdrawing his request for a hearing before an Administrative Law Judge. Contingent on fulfilling provisions #4 and #5 above, the Parties waive any further right to a hearing before the Administrative Law Judge and further waive all other procedural rights, with respect to the violations alleged in the Notice, before the Administrative Law Judge.

9. Each Party shall bear its own attorney fees, other expenses and costs incurred by such Party in connection with any stage of these proceedings.

10. Nothing in this Agreement is to be construed as limiting the right of INS to enforce any future violations of the Act by Garcia.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the United States and the state of California. Should any provision of this Agreement be declared and determined by any court or legal body to be illegal or invalid, the validity of the remaining parts, terms and provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

12. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the District Director of the San Francisco District, INS, and Garcia.

13. This Agreement contains the entire understanding of the Parties and fully supersedes any and all prior agreements and understandings with respect to the subject matter hereof. There have been no representations, express or implied, as to the subject matter hereof, except as contained herein.


14. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

15. The Agreement is effective on the date it is executed by both Parties.




16. The Parties represent and warrant that they are fully authorized and empowered to enter into this Agreement. The undersigned by signing this Agreement on behalf of others warrant and declare that they have all the required authority to execute this Agreement, to which their principals and successors of such principals shall be bound hereunder to the full extent authorized by law.

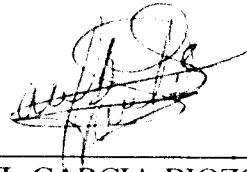
DATED this 12<sup>th</sup> day of July 1996.

  
\_\_\_\_\_  
THOMAS J. SCHILTGEN  
District Director  
San Francisco District  
U.S. Immigration and  
Naturalization Service

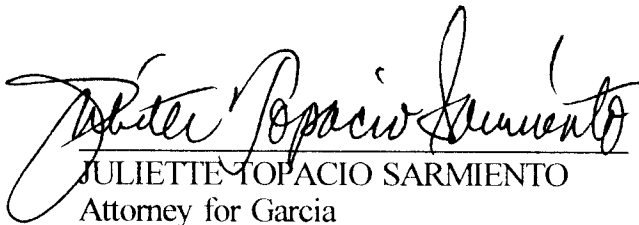
DATED this 12<sup>th</sup> day of July 1996.

  
\_\_\_\_\_  
ANDREW R. ARTHUR  
Assistant District Counsel  
San Francisco District  
U.S. Immigration and  
Naturalization Service

DATED this \_\_\_\_ day of July 1996.

  
\_\_\_\_\_  
RAUL GARCIA-BIOZO

DATED this 10 day of July 1996.

  
\_\_\_\_\_  
JULIETTE TOPACIO SARMIENTO  
Attorney for Garcia

WorldMoney® Service Center

# Bank of America

**Bank of America NT&SA, San Francisco, California**

**VOID AFTER 90 DAYS**

11-35/1210

2000671690

**MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS**

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IN 1996 ■ ONE POLYMER FIVE REFINED POLYMERS AND 10 LENTIS

Pay To The  
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\*\*\*\*\*IMMIGRATION NATURALIZATION SERVICES\*\*\*\*\*

0-303-06-73

# OFFICIAL CHECK

Authorizing signature

VOID OVER 4.5K.02

AHO #71C00035  
USA v. R. P. Garcia

ISSUED at THE U.S. POLICE PRESS, San Francisco, California

SFR 274C-94-0033

Two signatures required for amendments over \$500,000.

FX-260cv 12-93

"9708" "336E" :185F000?2?:"069729000?"

CERTIFICATE OF SERVICE BY MAIL

I, the undersigned, declare:

That I am an employee of the U.S. Immigration and Naturalization Service (Service) and my business address is 630 Sansome Street, San Francisco, California 94111;

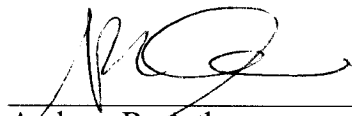
That I served a true copy of the attached documents on each of the interested parties in U.S. v. Garcia-Biozo, OCAHO Case No. 96C00035, by placing said copy in an envelope, which was then sealed, with postage fully paid thereon, and was on this day deposited in the United States mail at San Francisco, California, addressed to counsel of record in the following manner:

Honorable Robert L. Barton, Jr.  
Administrative Law Judge  
U.S. Department of Justice  
Executive Office for Immigration Review  
Office of the Chief Administrative  
Hearing Officer  
5107 Leesburg Pike, Suite 2519  
Falls Church, VA 22041-3234

Juliette Topacio Sarmiento, Esquire  
126 Post Street, Suite 400  
San Francisco, CA 94108

Dea Carpenter  
Associate General Counsel  
U.S. Department of Justice  
Immigration and Naturalization Service  
425 "I" Street, N.W., Room 6100  
Washington, D.C. 20536

Executed July 29th, 1996, at San Francisco, California.

  
\_\_\_\_\_  
Andrew R. Arthur  
Assistant District Counsel, INS  
San Francisco, CA